

AG Contract No.: KR 05-0045TRN
ADOT ECS File No.: JPA 04-101
Project No.: 060-C(001)B
Project: US 60 - Landscape Maintenance
Section: Mill Avenue - McClintock Road
TRACS No.: H5370 01C
Budget Source Item No.: 26500

INTERGOVERNMENTAL AGREEMENT

LANDSCAPE MAINTENANCE

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE

THIS AGREEMENT is entered into 20th April, 2005, pursuant to Arizona Revised Statutes, § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF TEMPE, ARIZONA, acting by and through its MAYOR and CITY COUNCIL (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Sections 1.02 and 1.03 of its Charter and by Arizona Revised Statutes § 9-276 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State and the City mutually agree to enter into this Agreement according to the Letter of Understanding dated March 27, 2003, attached hereto and made a part hereof, to landscape certain areas within the right of way of US 60, from Mill Avenue to McClintock Road, as shown on the Maintenance Exhibit, hereinafter referred to as the "Project". The responsibility of each of the parties is defined in this Agreement under Section II. Scope of Work.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 27474
Filed with the Secretary of State
Date Filed: 04/20/05

Janice K. Brewer
Secretary of State

By: Darryl D. Greenwald

II. SCOPE OF WORK**1. The City:**

- a. Has reviewed the design documents and provided comments to the State
- b. Has provided potable water in mains up to or within the State's right of way at its own expense.
- c. Shall authorize and pay or waive any water development fees.
- e. Shall furnish all potable water for the landscaping, and provide the water, during installation, construction phase, and all water thereafter necessary to properly maintain the landscape areas, all at City's expense.
- f. At the conclusion of the contractor's maintenance and warranty period referred to in the construction contract as Landscape Establishment, assume responsibility for maintenance of the irrigation system as designated on the Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system, furnish and pay for irrigation system electrical power all necessary to operate the City's irrigation controllers.
- g. At the conclusion of the contractor's maintenance and warranty period referred to in the construction contract as Landscape Establishment, assume responsibility for maintenance of the landscaping in areas designated on the Maintenance Exhibit. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.
- h. Shall conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic

2. The State:

- a. Has prepared to State standards, design plans, specifications and other such contract documents required for bidding and construction and submit to the City for their review.
- b. Upon completion of the Project, shall maintain the landscaping and irrigation system, and pay for electrical power to operate the State's irrigation controllers for all areas, as designated on the attached Maintenance Exhibit

III. MISCELLANEOUS PROVISIONS

- 1. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees), hereinafter collectively referred to as "claims", arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents employees, or volunteers

2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. However, any provisions for landscaping maintenance, electrical energy and water provided by the City shall be perpetual. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to either party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said landscaping

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes, § 38-511.

5. The provisions of Arizona Revised Statutes, § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes, § 12-1518.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds. Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. If the City's performance under this Agreement depends upon the appropriation of funds by the City Council, and if the City Council fails to appropriate the funds necessary for performance, then the City may provide written notice of this to the State and cancel this Agreement without further obligation of the City.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue Mail Drop 616E
Phoenix, AZ 85007
FAX: (602) 712 7424


City of Tempe
Public Works Manager
P O Box 5002
Tempe, AZ 85280

10. Pursuant to Arizona Revised Statutes § 11-952, (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

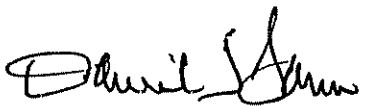
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF TEMPE

STATE OF ARIZONA
Department of Transportation

By 

HUGH HALLMAN
Mayor

By 

DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

By 

KATHY MATZ
City Clerk



Janet Napolitano
Governor

Victor M. Mendez
Director

Arizona Department of Transportation
Intermodal Transportation Division
206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

March 27, 2003

Bill Higgins
Acting State
Engineer

City of Tempe
Attn: Larry Shobe
Public Works Department
P O Box 5002
31 East Fifth Street
Tempe, AZ 85280

RE: Letter of Understanding

As we now have resolution for scope of work and associated costs to install landscaping in select areas throughout the Tempe freeway segment, the Department remains committed to install landscaping on the "alley-side" of the soundwalls within our current construction contract.

Within the framework of this commitment, the City's representatives (including yourself) have indicated that the City is willing to perform routine and regular maintenance of the alley-side of the soundwalls in perpetuity. Routine and regular maintenance is understood to include trash and debris pick-up, weed control, landscape trimming, and landscape irrigation operation and maintenance. It is also understood that the alley-side of the soundwalls includes both City of Tempe and ADOT Right of Way.

In order to formalize these commitments, the City of Tempe and the Department will need to enter into an IGA detailing each of these responsibilities, the limits thereof, and property rights and responsibilities. However, it does not appear that enough time exists within our current construction contract time to complete the IGA process prior to the start of work. In lieu of an IGA, the Department requests a Letter of Understanding, cosigned by authorized agents for City of Tempe and ADOT, that will later become the framework for the IGA to follow. With this document, the Department is prepared to move forward with installing the landscaping in accordance with the scope of work and construction details previously agreed upon.

This Letter of Understanding will need to be completed within the next two weeks, or by April 11, 2002. Thank you for your continuing interest in this project and I look forward to completing this process in the very near future.

Sincerely,

John Akin, P.E.
Resident Engineer

Cc: Floyd Roehrich
Perry Powell



Public Works
Department

March 31, 2003

Mr. John Akin, P. E.
Resident Engineer
Arizona Department of Transportation
Intermodal Transportation Division
206 S. Seventeenth Avenue
Phoenix, AZ 85007-3213

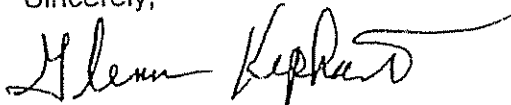
RE: **Letter of March, 27, 2003**
"Letter of Understanding"

Dear Mr. Akin:

We are in agreement with your attached Letter of Understanding dated March 27, 2003. Please proceed with installing the landscaping in accordance with the scope of work and construction details previously agreed upon.

Thank you for working so cooperatively with us towards a positive resolution of this issue.

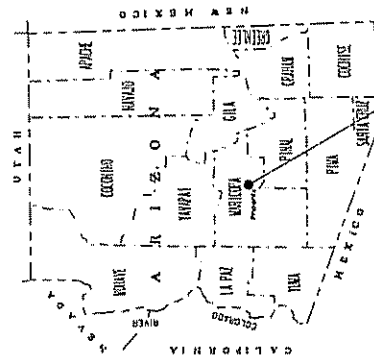
Sincerely,



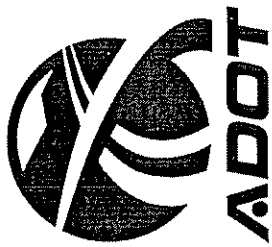
Glenn Kephart, P.E.
Public Works Manager

cc: Mary O'Connor
Larry Shobe



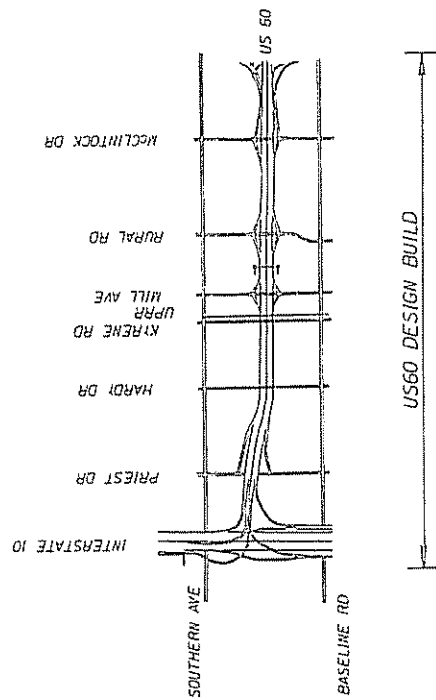


Project Location
Maricopa County



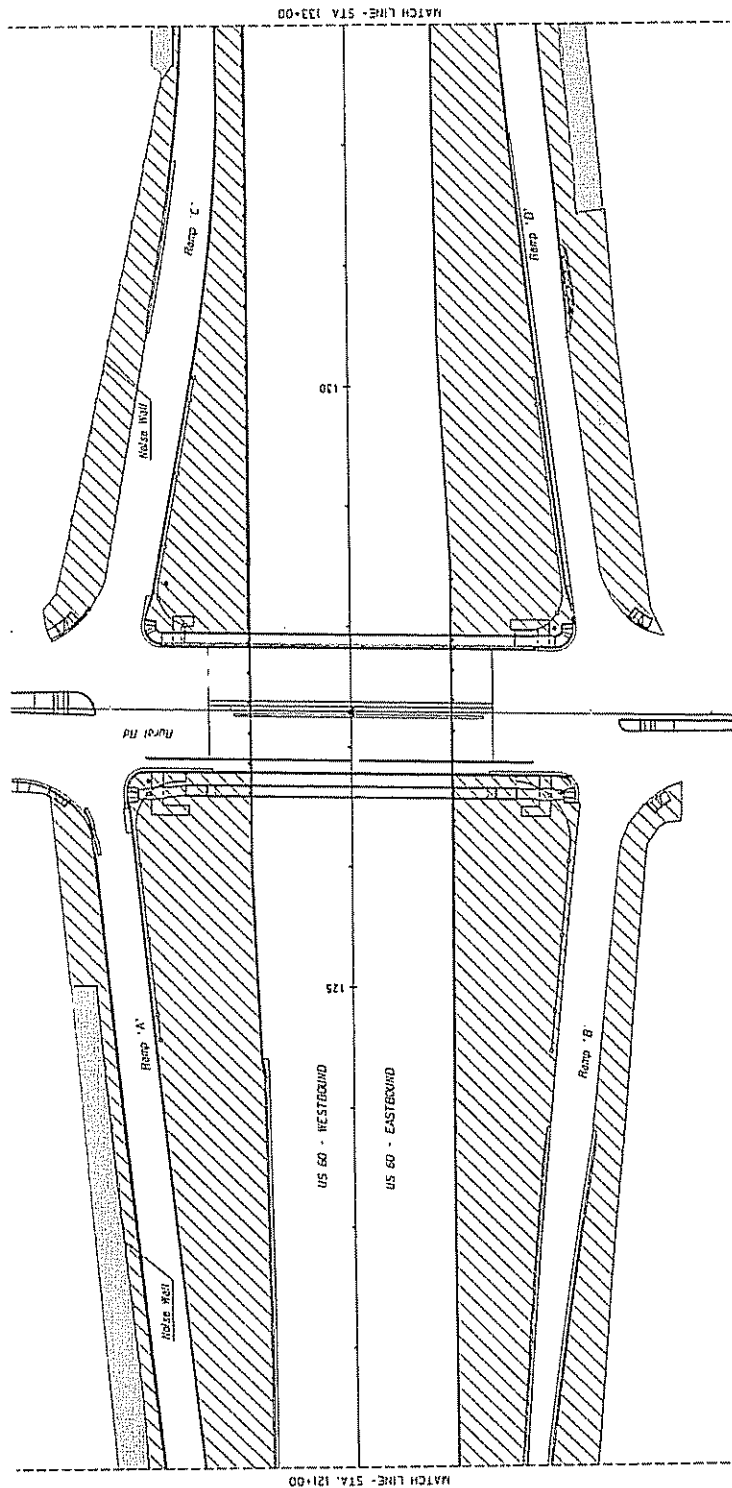
STATE HIGHWAY
SUPERSTITION FREEWAY (US 60)
060-C-(1)B
060 MA 172 H5370 01C

FINAL MAINTENANCE EXHIBIT
November 2004



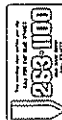
PROJECT NO.	DATE	PROJECT NO.	DATE
9	06/01/00	06/01/00	06/01/00
06/01/00	06/01/00	06/01/00	06/01/00
06/01/00	06/01/00	06/01/00	06/01/00

SYMBOL	
ADOT	
City of Tempe	



SHEET 4 OF 10

DATE	PROJECT NO.	DATE	PROJECT NO.
06/01/00	06/01/00	06/01/00	06/01/00
06/01/00	06/01/00	06/01/00	06/01/00
06/01/00	06/01/00	06/01/00	06/01/00



DATE	PROJECT NO.	DATE	PROJECT NO.
06/01/00	06/01/00	06/01/00	06/01/00
06/01/00	06/01/00	06/01/00	06/01/00
06/01/00	06/01/00	06/01/00	06/01/00

ADOT
City of Tempe

US 60
US 60

US 60
US 60

US 60
US 60

US 60
US 60

US 60
US 60



US 60
US 60

US 60
US 60



SHEET 8 OF 10

FAV. RECON	STATE	PROJECT NO.	TOTAL SHEETS	45 SHEETS
9	MASS	DEO C 031110		
DEO WA 172				

	SYMBOL
ADOT	
City of Tampa	

[illegible]

02 00	TRACS NO. H 5370 DIC	060-C100HB	060 NO. 01000
-------	----------------------	------------	---------------

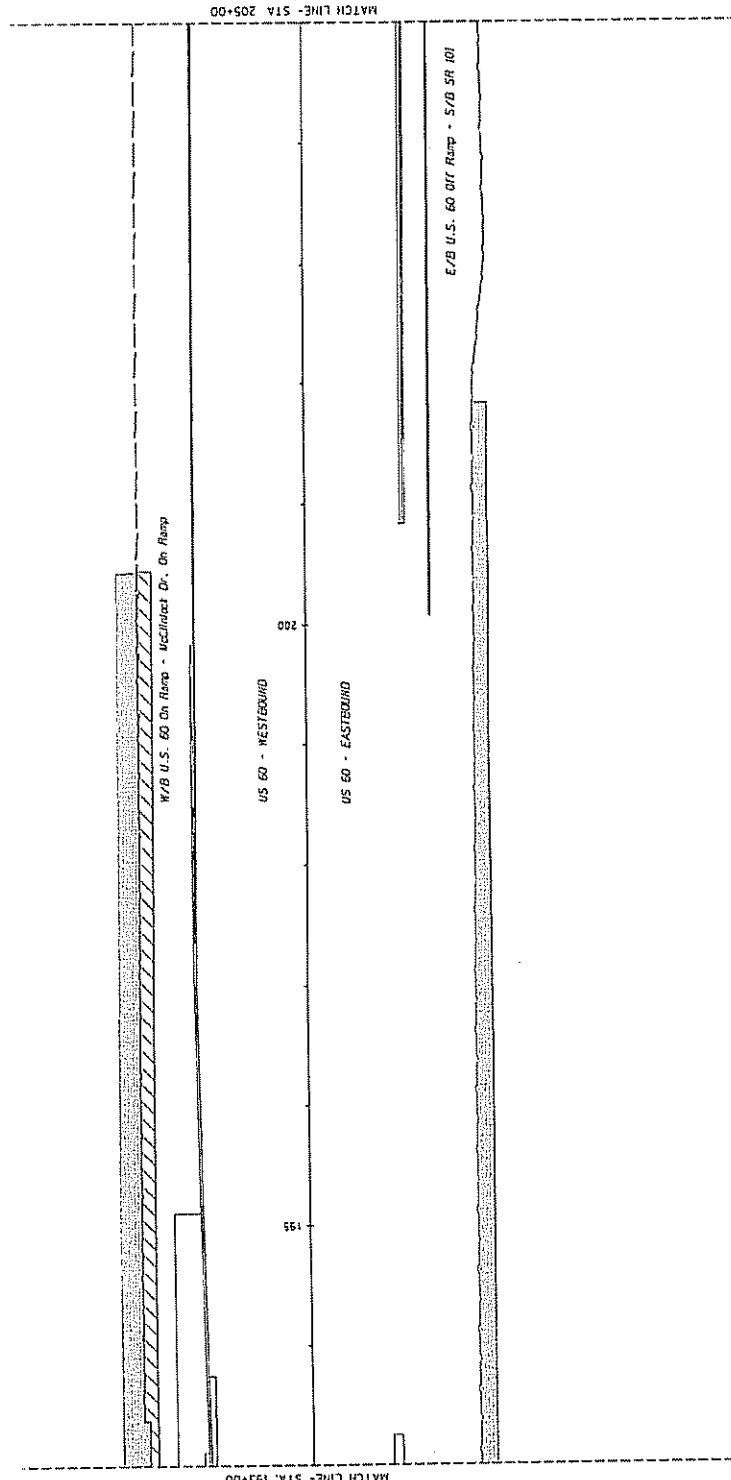


MATCH LINE - STA. 169+00

00+181 VIA -ENTH HCHTAV

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	060 C (001) D			
DATE	DATE	DATE	DATE	DATE
9	060	060	060	060

SYMBOL	
ADOT	
CITY of Tempe	



SHEET 10 OF 10



PROJECT NO.	060 C (001) D	SHEET NO.		TOTAL SHEETS		AS BUILT	
DATE	060	DATE	060	DATE	060	DATE	060
STATE	9	PROJECT NO.	060 C (001) D	SHEET NO.		TOTAL SHEETS	
DATE	9	DATE	060	DATE	060	DATE	060

TRACS NO. H 5370 DIC

060-C00018

W/B U.S. 60 On Ramp - McClintock Dr. On Ramp

US 60 - WESTBOUND

US 60 - EASTBOUND

E/B U.S. 60 Off Ramp - S/B SR 101

ADOT

CITY of Tempe

MAINTENANCE EXHIBIT

LOCAL IMPROVEMENT DESIGN INC

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

W/B U.S. 60

E/B U.S. 60

RESOLUTION NO. 2005.09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH STATE OF ARIZONA RELATING TO PERFORMING ROUTINE AND REGULAR LANDSCAPE MAINTENANCE TO THE ALLEY-SIDE OF THE SOUND WALL ON US 60 BETWEEN MILL AVENUE AND MCCLINTOCK ROAD.

WHEREAS, the City and the State of Arizona desire to continue their partnership and efforts to enhance the quality of life for the citizens of Tempe; and

WHEREAS, the Mayor and City Council agree that it is in the best interests of the residents of Tempe that the City enter into said Agreement.

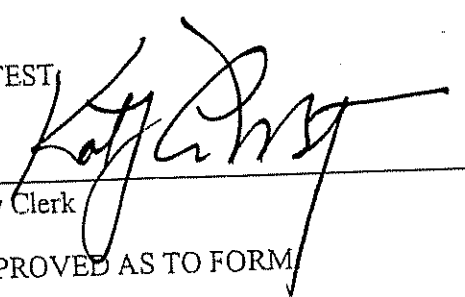
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

That the Mayor is hereby authorized to execute the Intergovernmental Agreement with the State of Arizona for routine and regular landscape maintenance as more fully described on Exhibit A attached hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this 24th day of March, 2005.


MAYOR

ATTEST


City Clerk

APPROVED AS TO FORM

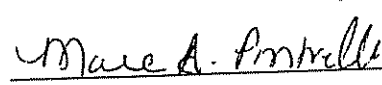

City Attorney

Exhibit A

AG Contract No.: KR 04-0045TRN
ADOT ECS File No.: JPA 04-101
Project No.: 060-C(001)B
Project: US 60 - Landscape Maintenance
Section: Mill Avenue ~ McClintock Road
TRACS No.: H5370 01C
Budget Source Item No.: 26500

INTERGOVERNMENTAL AGREEMENT

LANDSCAPE MAINTENANCE

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TEMPE

THIS AGREEMENT is entered into _____, 2005, pursuant to Arizona Revised Statutes, § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF TEMPE, ARIZONA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Sections 1.02 and 1.03 of its Charter and by Arizona Revised Statutes § 9-276 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State and the City mutually agree to enter into this Agreement according to the Letter of Understanding dated March 27, 2003, attached hereto and made a part hereof, to landscape certain areas within the right of way of US 60, from Mill Avenue to McClintock Road, as shown on the Maintenance Exhibit, hereinafter referred to as the "Project". The responsibility of each of the parties is defined in this Agreement under Section II. Scope of Work.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The City:

- a. Has reviewed the design documents and provided comments to the State.
- b. Has provided potable water in mains up to or within the State's right of way at its own expense.
- c. Shall authorize and pay or waive any water development fees.
- e. Shall furnish all potable water for the landscaping, and provide the water, during installation, construction phase, and all water thereafter necessary to properly maintain the landscape areas, all at City's expense.
- f. At the conclusion of the contractor's maintenance and warranty period referred to in the construction contract as Landscape Establishment, assume responsibility for maintenance of the irrigation system as designated on the Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system, furnish and pay for irrigation system electrical power all necessary to operate the City's irrigation controllers.
- g. At the conclusion of the contractor's maintenance and warranty period referred to in the construction contract as Landscape Establishment, assume responsibility for maintenance of the landscaping in areas designated on the Maintenance Exhibit. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.
- h. Shall conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic.

2. The State:

- a. Has prepared to State standards, design plans, specifications and other such contract documents required for bidding and construction and submit to the City for their review.
- b. Upon completion of the Project, shall maintain the landscaping and irrigation system, and pay for electrical power to operate the State's irrigation controllers for all areas, as designated on the attached Maintenance Exhibit.

III. MISCELLANEOUS PROVISIONS

1. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees), hereinafter collectively referred to as "claims", arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents employees, or volunteers.

2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. However, any provisions for landscaping maintenance, electrical energy and water provided by the City shall be perpetual. This Agreement may be terminated by either party at any time upon sixty (60) days written notice to either party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said landscaping.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes, § 38-511.

5. The provisions of Arizona Revised Statutes, § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes, § 12-1518.

7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds. Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. If the City's performance under this Agreement depends upon the appropriation of funds by the City Council, and if the City Council fails to appropriate the funds necessary for performance, then the City may provide written notice of this to the State and cancel this Agreement without further obligation of the City.

10. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue Mail Drop 616E
Phoenix, AZ 85007
FAX: (602) 712 7424

City of Tempe
Public Works Manager
P. O. Box 5002
Tempe, AZ 85280

10. Pursuant to Arizona Revised Statutes § 11-952, (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written

CITY OF TEMPE

STATE OF ARIZONA

Department of Transportation

By _____
HUGH HALLMAN
Mayor

By _____
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

By _____
KATHY MATZ
City Clerk



Janet Napolitano
Governor

Victor M. Mendez
Director

Arizona Department of Transportation
Intermodal Transportation Division
206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Bill Higgins
Acting State
Engineer

March 27, 2003

City of Tempe
Attn: Larry Shobe
Public Works Department
P O. Box 5002
31 East Fifth Street
Tempe, AZ 85280

RE: Letter of Understanding

As we now have resolution for scope of work and associated costs to install landscaping in select areas throughout the Tempe freeway segment, the Department remains committed to install landscaping on the "alley-side" of the soundwalls within our current construction contract.

Within the framework of this commitment, the City's representatives (including yourself) have indicated that the City is willing to perform routine and regular maintenance of the alley-side of the soundwalls in perpetuity. Routine and regular maintenance is understood to include trash and debris pick-up, weed control, landscape trimming, and landscape irrigation operation and maintenance. It is also understood that the alley-side of the soundwalls includes both City of Tempe and ADOT Right of Way.

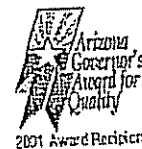
In order to formalize these commitments, the City of Tempe and the Department will need to enter into an IGA detailing each of these responsibilities, the limits thereof, and property rights and responsibilities. However, it does not appear that enough time exists within our current construction contract time to complete the IGA process prior to the start of work. In lieu of an IGA, the Department requests a Letter of Understanding, cosigned by authorized agents for City of Tempe and ADOT, that will later become the framework for the IGA to follow. With this document, the Department is prepared to move forward with installing the landscaping in accordance with the scope of work and construction details previously agreed upon.

This Letter of Understanding will need to be completed within the next two weeks, or by April 11, 2002. Thank you for your continuing interest in this project and I look forward to completing this process in the very near future.

Sincerely,

John Akin, P.E.
Resident Engineer

Cc: Floyd Roehrich
Perry Powell



2001 Award Recipient

Public Works
Department

March 31, 2003

Mr. John Akin, P. E.
Resident Engineer
Arizona Department of Transportation
Intermodal Transportation Division
206 S. Seventeenth Avenue
Phoenix, AZ 85007-3213

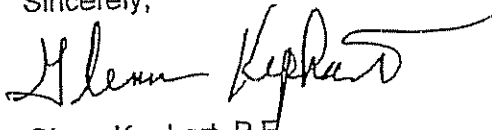
RE: Letter of March, 27, 2003
"Letter of Understanding"

Dear Mr. Akin:

We are in agreement with your attached Letter of Understanding dated March 27, 2003. Please proceed with installing the landscaping in accordance with the scope of work and construction details previously agreed upon.

Thank you for working so cooperatively with us towards a positive resolution of this issue.

Sincerely,



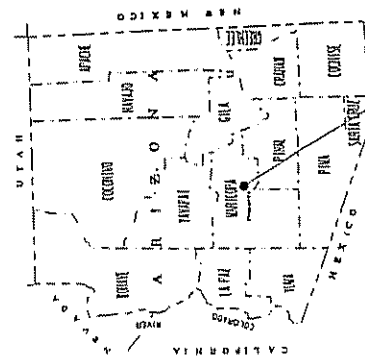
Glenn Kephart, P.E.
Public Works Manager

cc: Mary O'Connor
Larry Shobe



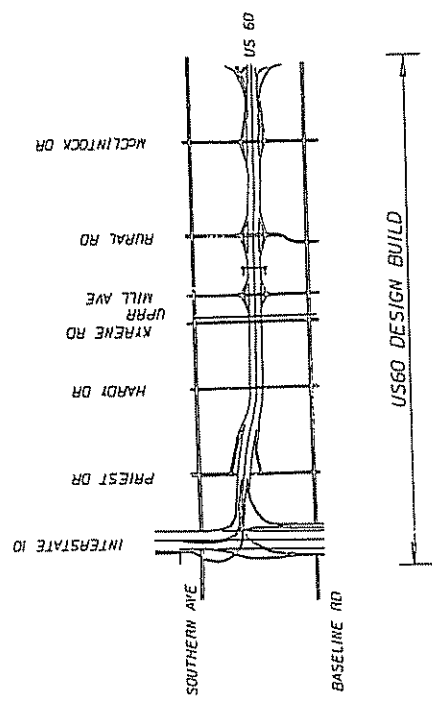


STATE HIGHWAY
 SUPERSTITION FREEWAY (US 60)
 060-C-01B
 060 MA 172 H5370 01C



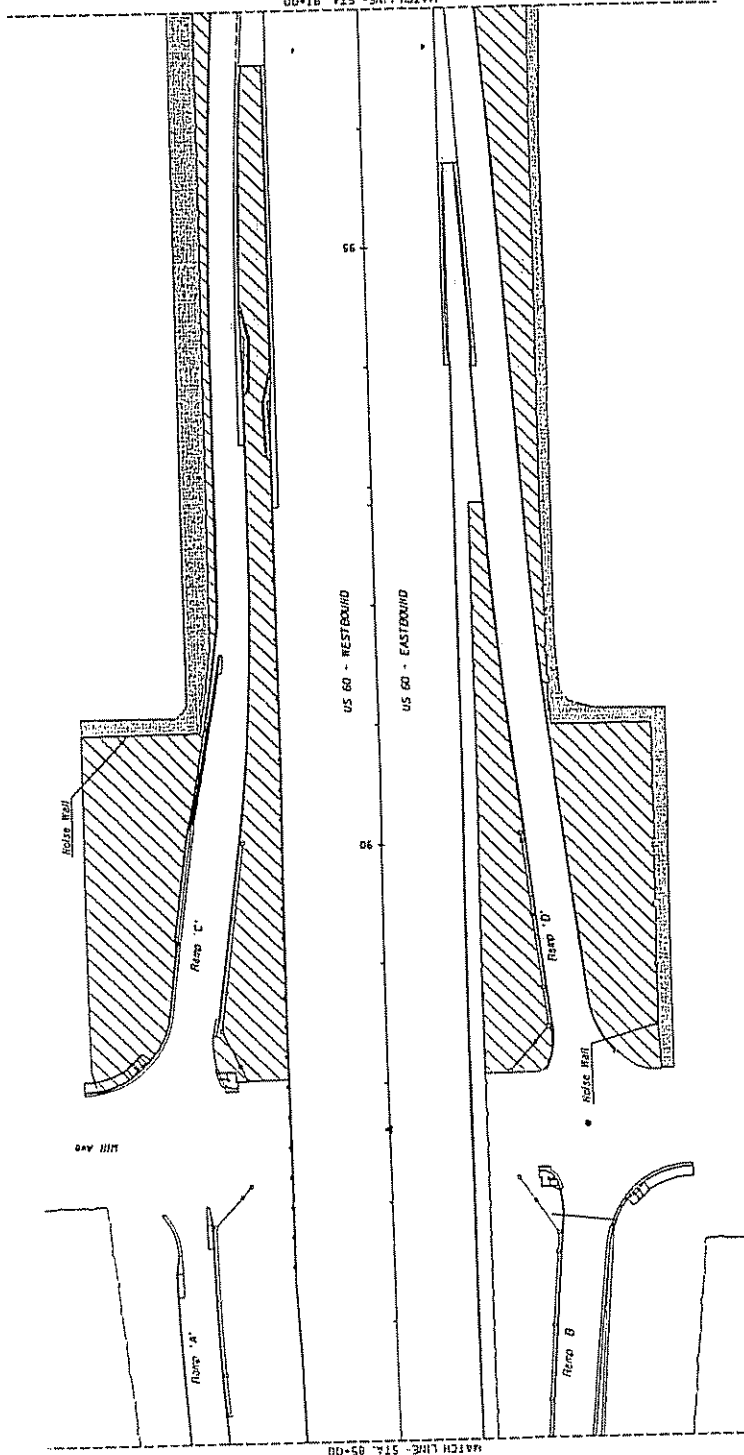
Project Location
 Maricopa County

FINAL MAINTENANCE EXHIBIT
 November 2004



PROJECT NO.	DATE	BY	DATE	BY
060 C 0001 B	060	060	060	060
060	060	060	060	060

SYMBOL	
ADOT	
City of Tempe	



SHEET 1 OF 10

PROJECT NO.	DATE	BY	DATE	BY
060 C 0001 B	060	060	060	060
060	060	060	060	060



0 25 50 100 150

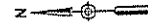
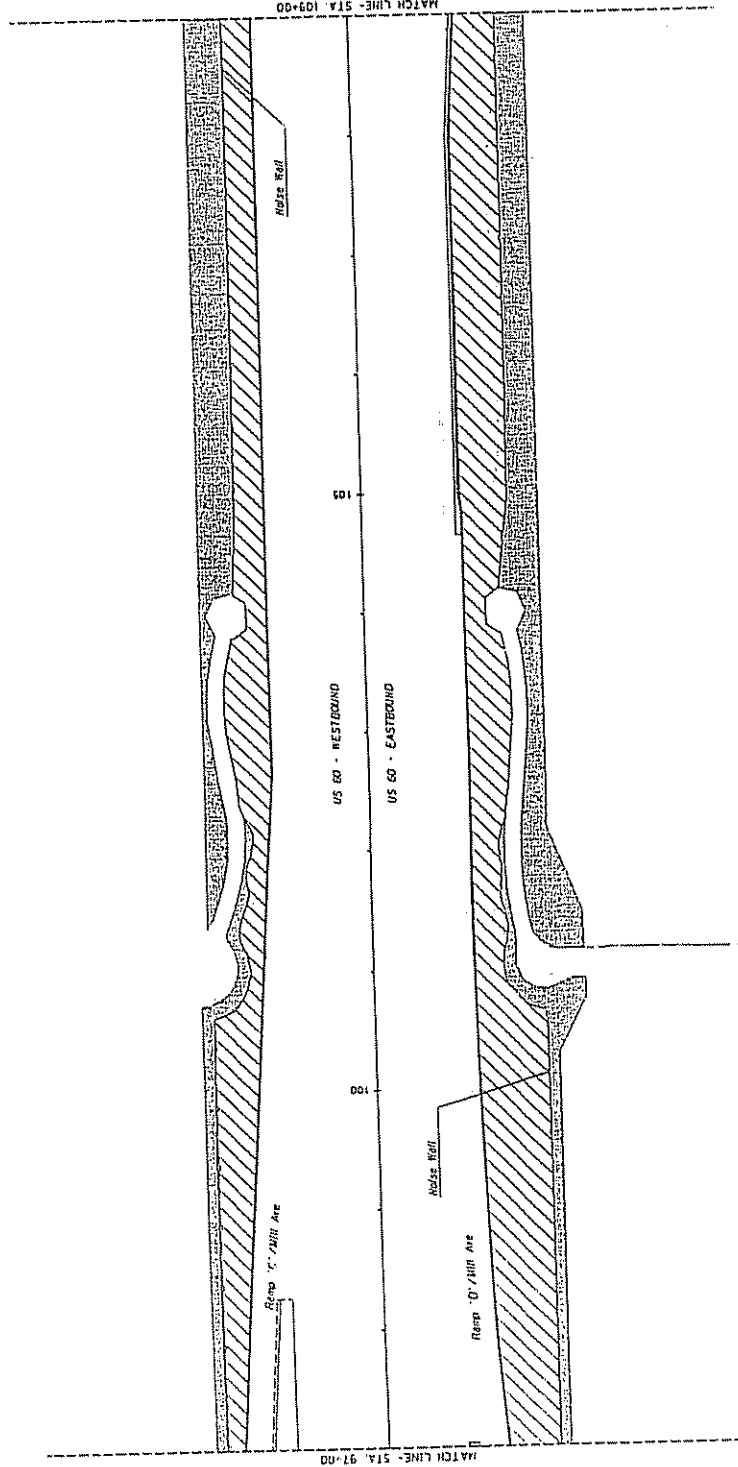
PROJECT NO.	DATE	BY	DATE	BY
060 C 0001 B	060	060	060	060
060	060	060	060	060

PROJECT NO.	DATE	BY	DATE	BY
060 C 0001 B	060	060	060	060
060	060	060	060	060

060-C0001B

TABLE NO.	DATE	PROJECT NO.	SCALE	AS BUILT
9	APR	050 C 10031 B	050 UA 112	

ADOT	SYMBOL
City of Tempe	



SHEET 2 OF 10

NO.	DATE	DESCRIPTION	BY	CHECKED	DATE
1	05/01/00	DESIGN	W. J. B.		
2	05/01/00	REVISION	W. J. B.		
3	05/01/00	REVISION	W. J. B.		
4	05/01/00	REVISION	W. J. B.		
5	05/01/00	REVISION	W. J. B.		
6	05/01/00	REVISION	W. J. B.		
7	05/01/00	REVISION	W. J. B.		
8	05/01/00	REVISION	W. J. B.		
9	05/01/00	REVISION	W. J. B.		
10	05/01/00	REVISION	W. J. B.		
11	05/01/00	REVISION	W. J. B.		
12	05/01/00	REVISION	W. J. B.		
13	05/01/00	REVISION	W. J. B.		
14	05/01/00	REVISION	W. J. B.		
15	05/01/00	REVISION	W. J. B.		
16	05/01/00	REVISION	W. J. B.		
17	05/01/00	REVISION	W. J. B.		
18	05/01/00	REVISION	W. J. B.		
19	05/01/00	REVISION	W. J. B.		
20	05/01/00	REVISION	W. J. B.		
21	05/01/00	REVISION	W. J. B.		
22	05/01/00	REVISION	W. J. B.		
23	05/01/00	REVISION	W. J. B.		
24	05/01/00	REVISION	W. J. B.		
25	05/01/00	REVISION	W. J. B.		
26	05/01/00	REVISION	W. J. B.		
27	05/01/00	REVISION	W. J. B.		
28	05/01/00	REVISION	W. J. B.		
29	05/01/00	REVISION	W. J. B.		
30	05/01/00	REVISION	W. J. B.		
31	05/01/00	REVISION	W. J. B.		
32	05/01/00	REVISION	W. J. B.		
33	05/01/00	REVISION	W. J. B.		
34	05/01/00	REVISION	W. J. B.		
35	05/01/00	REVISION	W. J. B.		
36	05/01/00	REVISION	W. J. B.		
37	05/01/00	REVISION	W. J. B.		
38	05/01/00	REVISION	W. J. B.		
39	05/01/00	REVISION	W. J. B.		
40	05/01/00	REVISION	W. J. B.		
41	05/01/00	REVISION	W. J. B.		
42	05/01/00	REVISION	W. J. B.		
43	05/01/00	REVISION	W. J. B.		
44	05/01/00	REVISION	W. J. B.		
45	05/01/00	REVISION	W. J. B.		
46	05/01/00	REVISION	W. J. B.		
47	05/01/00	REVISION	W. J. B.		
48	05/01/00	REVISION	W. J. B.		
49	05/01/00	REVISION	W. J. B.		
50	05/01/00	REVISION	W. J. B.		
51	05/01/00	REVISION	W. J. B.		
52	05/01/00	REVISION	W. J. B.		
53	05/01/00	REVISION	W. J. B.		
54	05/01/00	REVISION	W. J. B.		
55	05/01/00	REVISION	W. J. B.		
56	05/01/00	REVISION	W. J. B.		
57	05/01/00	REVISION	W. J. B.		
58	05/01/00	REVISION	W. J. B.		
59	05/01/00	REVISION	W. J. B.		
60	05/01/00	REVISION	W. J. B.		
61	05/01/00	REVISION	W. J. B.		
62	05/01/00	REVISION	W. J. B.		
63	05/01/00	REVISION	W. J. B.		
64	05/01/00	REVISION	W. J. B.		
65	05/01/00	REVISION	W. J. B.		
66	05/01/00	REVISION	W. J. B.		
67	05/01/00	REVISION	W. J. B.		
68	05/01/00	REVISION	W. J. B.		
69	05/01/00	REVISION	W. J. B.		
70	05/01/00	REVISION	W. J. B.		
71	05/01/00	REVISION	W. J. B.		
72	05/01/00	REVISION	W. J. B.		
73	05/01/00	REVISION	W. J. B.		
74	05/01/00	REVISION	W. J. B.		
75	05/01/00	REVISION	W. J. B.		
76	05/01/00	REVISION	W. J. B.		
77	05/01/00	REVISION	W. J. B.		
78	05/01/00	REVISION	W. J. B.		
79	05/01/00	REVISION	W. J. B.		
80	05/01/00	REVISION	W. J. B.		
81	05/01/00	REVISION	W. J. B.		
82	05/01/00	REVISION	W. J. B.		
83	05/01/00	REVISION	W. J. B.		
84	05/01/00	REVISION	W. J. B.		
85	05/01/00	REVISION	W. J. B.		
86	05/01/00	REVISION	W. J. B.		
87	05/01/00	REVISION	W. J. B.		
88	05/01/00	REVISION	W. J. B.		
89	05/01/00	REVISION	W. J. B.		
90	05/01/00	REVISION	W. J. B.		
91	05/01/00	REVISION	W. J. B.		
92	05/01/00	REVISION	W. J. B.		
93	05/01/00	REVISION	W. J. B.		
94	05/01/00	REVISION	W. J. B.		
95	05/01/00	REVISION	W. J. B.		
96	05/01/00	REVISION	W. J. B.		
97	05/01/00	REVISION	W. J. B.		
98	05/01/00	REVISION	W. J. B.		
99	05/01/00	REVISION	W. J. B.		
100	05/01/00	REVISION	W. J. B.		



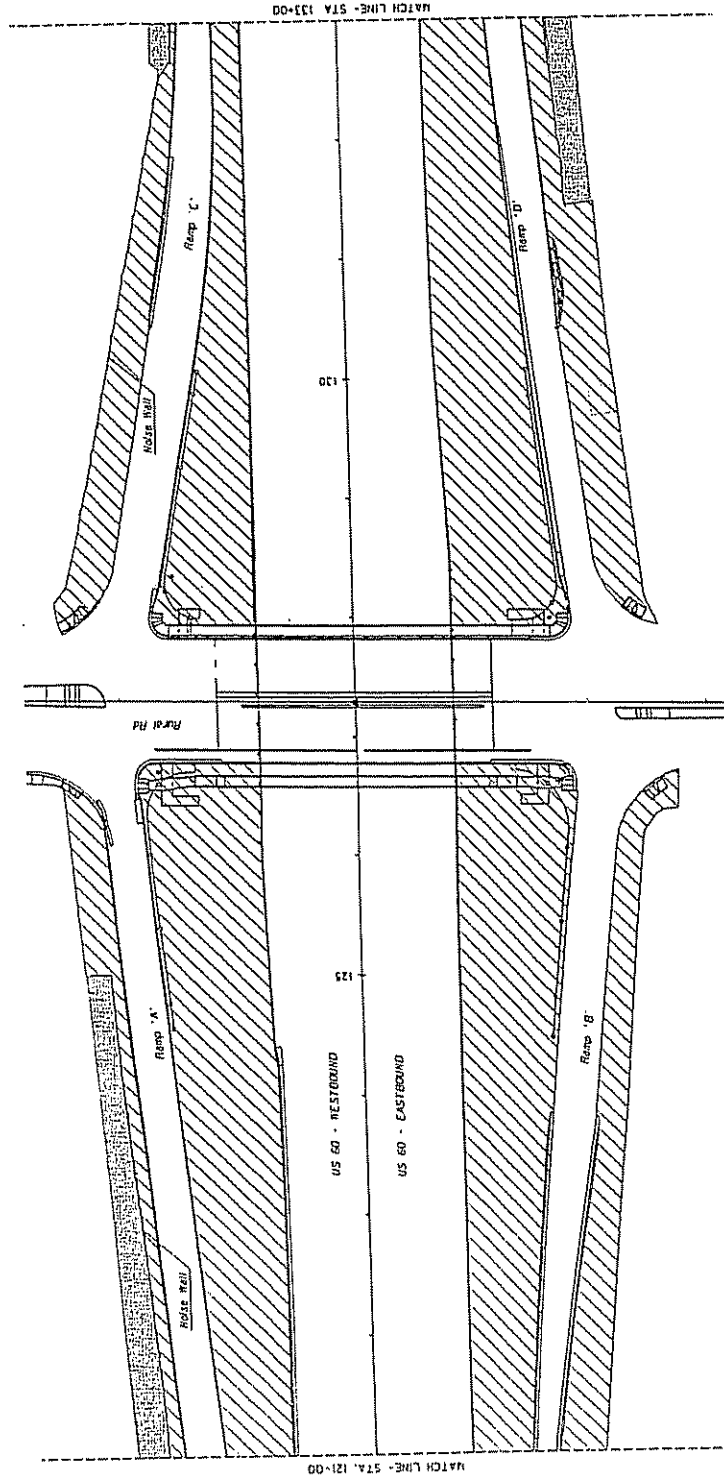
ARIZONA DEPARTMENT OF TRANSPORTATION
DESIGN DIVISION
ROADSIDE DEVELOPMENT SECTION

LOGAN TRIMM DESIGN INC
US 60
MILL AVE TO MCCLINTOCK DR

TRAFFIC NO. N 5310 DIC
050-C00010B

PROJECT NO.	STATE	DATE	BY	OF
060 E 10018 B	9	APR	060 E 10018 B	060 E 10018 B
060 E 10018 B				

SYMBOL	
ADOT	
City of Tempe	



SHEET 4 OF 10

PROJECT NO.	STATE	DATE	BY	OF
060 E 10018 B	9	APR	060 E 10018 B	060 E 10018 B
060 E 10018 B				



PROJECT NO.	STATE	DATE	BY	OF
060 E 10018 B	9	APR	060 E 10018 B	060 E 10018 B
060 E 10018 B				

PROJECT NO.	STATE	DATE	BY	OF
060 E 10018 B	9	APR	060 E 10018 B	060 E 10018 B
060 E 10018 B				

PROJECT NO.	STATE	DATE	BY	OF
060 E 10018 B	9	APR	060 E 10018 B	060 E 10018 B
060 E 10018 B				

PROJECT NO.	STATE	DATE	BY	OF
060 E 10018 B	9	APR	060 E 10018 B	060 E 10018 B
060 E 10018 B				

PROJECT NO.	STATE	DATE	BY	OF
060 E 10018 B	9	APR	060 E 10018 B	060 E 10018 B
060 E 10018 B				

PROJECT NO.	STATE	DATE	BY	OF
060 E 10018 B	9	APR	060 E 10018 B	060 E 10018 B
060 E 10018 B				

PROJECT NO.	STATE	DATE	BY	OF
060 E 10018 B	9	APR	060 E 10018 B	060 E 10018 B
060 E 10018 B				

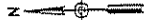
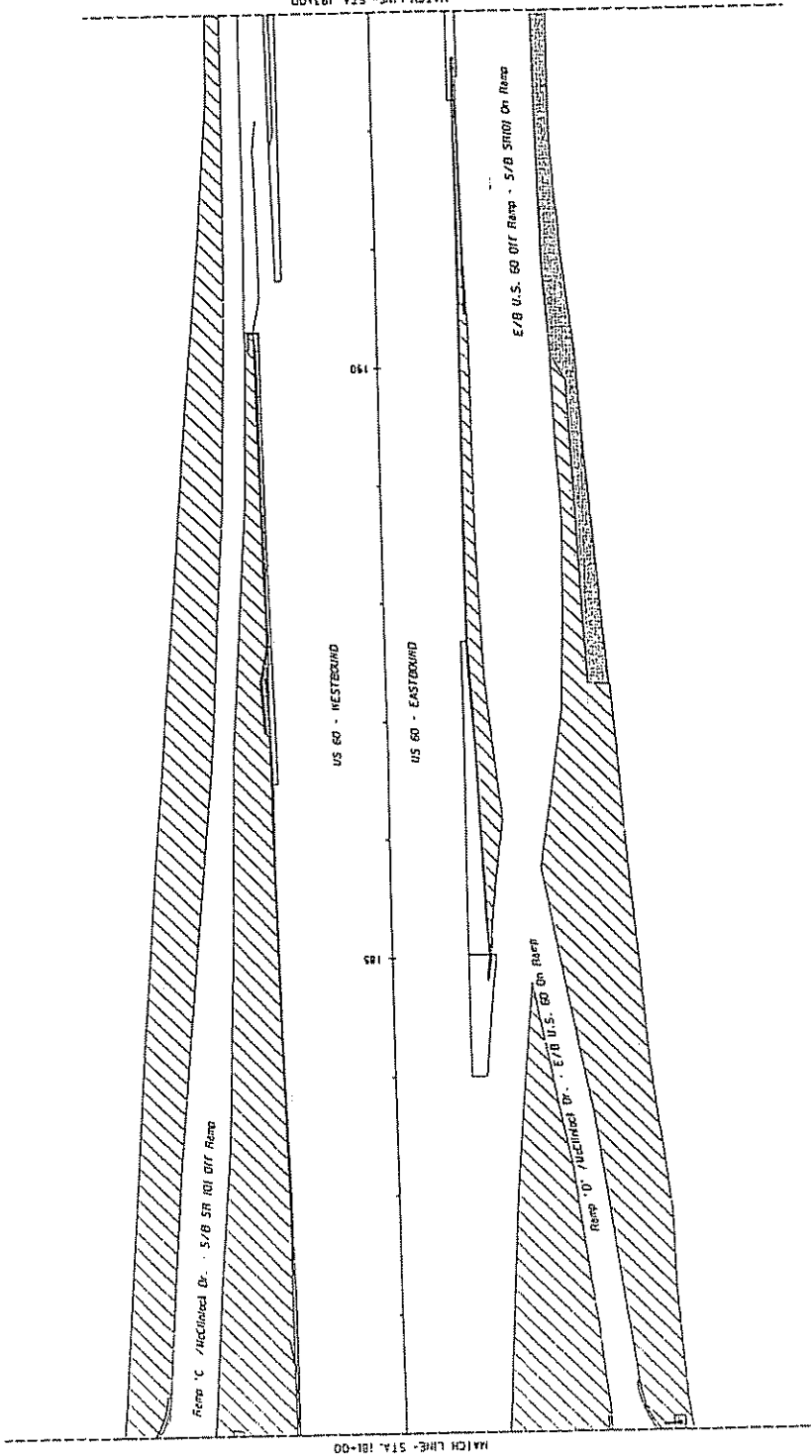
PROJECT NO.	STATE	DATE	BY	OF
060 E 10018 B	9	APR	060 E 10018 B	060 E 10018 B
060 E 10018 B				

PROJECT NO.	STATE	DATE	BY	OF
060 E 10018 B	9	APR	060 E 10018 B	060 E 10018 B
060 E 10018 B				

PROJECT NO.	STATE	DATE	BY	OF
060 E 10018 B	9	APR	060 E 10018 B	060 E 10018 B
060 E 10018 B				

DATE	11/11/11	PROJECT NO.	060 C 10311 B	SHEET NO.	15	US MAIL	
BY	WHL	DATE	060 MA 112				

SYMBOL	
ADOT	
City of Tempe	



SHEET 9 OF 10

NO.	DATE	BY	CHKD	DATE	BY	CHKD	DATE	BY	CHKD
APPROVED FOR CONSTRUCTION					APPROVED FOR CONSTRUCTION				
DESIGNED BY					DESIGNED BY				
CHECKED BY					CHECKED BY				
LOCAL IMPROVEMENT DESIGN INC.					LOCAL IMPROVEMENT DESIGN INC.				
MAINTENANCE EXHIBIT					MAINTENANCE EXHIBIT				
MILL AVE. TO MCCLINTOCK DR.					MILL AVE. TO MCCLINTOCK DR.				
US 60					US 60				
TRACS NO. H 5370 DIC					TRACS NO. H 5370 DIC				
060-C10019					060-C10019				



APPROVAL OF THE CITY OF TEMPE ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF TEMPE, an agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this _____ day of _____, 2005

City Attorney

APPROVAL OF THE CITY OF TEMPE ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF TEMPE, an agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 24th day of March, 2005.

Marc A. Pontrelli
City Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERAGENCY SERVICE AGREEMENT
DETERMINATION

A.G. Contract No. KR05-0045TRN (**JPA 04-101**), an Agreement between public agencies, i.e., The State of Arizona and The City of Tempe, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 13, 2005

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis".

Susan E. Davis
Assistant Attorney General
Transportation Section

SED:mjf
Attachment
900536